

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. HQ0034-12-R-0004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-Dec-2011	PAGE OF PAGES 1 OF 60

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. RPM1012917	6. PROJECT NO.
7. ISSUED BY WHS - ACQUISITION DIRECTORATE 2521 SOUTH CLARK ST ARLINGTON VA 22202-3909 TEL: 703-545-1437 FAX:	CODE HQ0034	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Title: Power Plant Modernization

- a. This solicitation will result in the award of one firm fixed price contract.
- b. NAICS code: 237130
- c. Small Business Size Standard: \$33.5M
- d. This acquisition is unrestricted.
- e. The total design and construction cost shall not exceed \$44,326,000.00
- f. Offerors AND their Lead Design Firm must have a current/active DoD Industrial Facility Security Clearance at the SECRET level
- g. This procurement will be a two phase design-build source selection.
- h. Phase One proposals are due 4:00PM EST on January 20, 2012.

11. The Contractor shall begin performance within 10 calendar days and complete it within 1115 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 03:00 PM (hour) local time 20 Jan 2012 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14						
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE			
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED:											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY:			CODE
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE		TEL:			EMAIL:			
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE			

Section C - Descriptions and Specifications

DESCRIPTION OF WORK

1. Offerors shall provide work/services that will result in the design and construction of a Power Generation Plant larger than 4 MW using C4ISR (alternatively TM 5-691) standards, Utilities Systems Design Requirements for Command, Control, Communications, Computer, Intelligence, Surveillance, and Reconnaissance Facilities, using PLC based control systems
2. The design and construction of this project will be Classified SECRET. To be eligible for award, offerors and their lead design firm both must have an Active/Current Facility Clearance at the SECRET level when proposals are submitted for Phase One.
3. This work will be a replacement of an existing plant. The existing facility must stay occupied, active and in continuous, uninterrupted operation during the entire period of this work.
4. The instrumentation and controls will integrate major control systems associated with the plant. The system will be based on redundant programmable logic controllers (PLC), pathways, and networks.
5. The work will be located underground in a hardened facility. Hard rock drilling, excavation and stabilization will be required in areas where Naturally Occurring Asbestos (NOA) of undetermined quantity and specific location is known to be present.
6. The work will include a new chilled water plant in the range of 1,000 to 2,000 tons of cooling. Cooling tower and heat exchanger replacements will be required. The renovation of existing custom-built air-handling equipment will be required.
7. The work will interface with other concurrent construction projects at the site.
8. Generators will be diesel-driven and the work will include all support systems such as fuel, lubrication, cooling, combustion air, and interface with the existing power systems.
9. Fire protection features will include water mist, aqueous film-forming foam (AFFF) suppression, smoke removal, and smoke containment.
10. A full scope of the work will be provided to offerors eligible to compete for contract award in Phase Two of the RFP.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-12	Inspection of Construction	AUG 1996
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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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CLAUSES INCORPORATED BY REFERENCE

52.211-13	Time Extensions	SEP 2000
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CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,432.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

Section G - Contract Administration Data

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2011
52.210-1	Market Research	APR 2011
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	MAR 2007

52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-33	Notice of Requirement for Project labor Agreement	MAY 2010
52.222-34	Project Labor Agreement	MAY 2010
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984

52.243-4	Changes	JUN 2007
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2010
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **1,115 calendar days after notice to proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEP 2010)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

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(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act-- Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price but shall not exceed \$3 million.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

WHS/Acquisition Directorate
Attn: Dennis Luquette (Contracting Officer)
2521 S. Clark Street, Suite 3000
Arlington, VA 22202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen percent (15%)** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Ch 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.203-7004 Display of Fraud Hotline Poster(s) (Sep 2011)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

To be distributed to eligible offerors during Phase Two of the Source Selection.

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

WHS/AD WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition Directorate (WHS/AD) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

****Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system**

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	To be cited on award
-----------------	----------------------

Delivery Order	N/A
Pay DoDAAC	HQ0347
Issue By DoDAAC	HQ0034/FACTM3
Admin By DoDAAC	HQ0034/FACTM3
Inspect By DoDAAC/Extension	HQ0050/ALTSIT
Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	HQ0034/FACTM3
DCAA Auditor DODAAC/Extension	HAA719
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a “Z” suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix “SER” for 2-in-1 invoices and prefix “BVN” for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- Unit Price
- Unit of Measure
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email addresses francisco.fernandez.ctr@whs.mil and natalie.melomed@whs.mil in the first two email address blocks and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION

General Decision Number: PA100016 09/30/2011 PA16

Superseded General Decision Number: PA20080016

State: Pennsylvania

Construction Type: Building

Counties: Adams, Bedford, Franklin, Fulton and Huntingdon
Counties in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not
include residential construction consisting of single family
homes and apartments up to and including 4 stories), EXCLUDING
SEWAGE AND WATER TREATMENT PLANT PROJECTS

Modification Number Publication Date

0	03/12/2010
1	03/26/2010
2	05/07/2010
3	06/04/2010
4	06/25/2010
5	07/02/2010
6	07/30/2010
7	08/27/2010
8	09/10/2010
9	10/08/2010
10	10/15/2010
11	01/21/2011
12	01/28/2011
13	04/15/2011
14	06/03/2011
15	06/17/2011
16	07/01/2011
17	07/29/2011
18	08/12/2011
19	08/26/2011
20	09/02/2011
21	09/30/2011

BRPA0005-013 05/01/2010

ADAMS AND FRANKLIN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.77	12.92

BRPA0009-001 06/01/2011

BEDFORD, FULTON AND HUNTINGDON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 27.06	14.50
<hr/>		
CARP0287-002 06/01/2011		

ADAMS COUNTY

	Rates	Fringes
CARPENTER (Including Drywall Hanging).....	\$ 27.16	12.22
<hr/>		
CARP0287-003 06/01/2011		

ADAMS COUNTY

	Rates	Fringes
MILLWRIGHT.....	\$ 30.27	14.58
<hr/>		
CARP0900-004 06/01/2011		

BEDFORD, FRANKLIN, FULTON, AND HUNTINGDON COUNTIES

	Rates	Fringes
CARPENTER (Including Drywall Hanging).....	\$ 25.85	10.59
<hr/>		
CARP2235-004 06/01/2011		

BEDFORD, FRANKLIN, FULTON, AND HUNTINGDON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 35.29	15.40
<hr/>		
ELEC0005-002 12/24/2010		

BEDFORD, FULTON AND HUNTINGDON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.26	19.36
<hr/>		
ELEC0143-008 06/01/2011		

FRANKLIN COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 27.70	17.60
<hr/>		
ELEC0229-002 06/07/2010		

ADAMS COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.58	12.50
<hr/>		
ENGI0066-005 07/01/2011		

BEDFORD, FRANKLIN, FULTON, AND HUNTINGDON COUNTIES

	Rates	Fringes
Power equipment operators:		
Cranes, all types; and Hi		
Lift.....	\$ 24.20	13.91
Roller.....	\$ 21.89	12.07
<hr/>		
ENGI0542-024 05/01/2009		

ADAMS COUNTY

	Rates	Fringes
Power equipment operators:		
Cranes, all types.....		
	\$ 29.42	16.89+A
Hi lift.....	\$ 29.13	16.81+A
Roller.....	\$ 25.08	15.61+A

FOOTNOTE: A. PAID HOLIDAYS: Washington's Birthday, Good Friday, Memorial Day, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

TOXIC/HAZARDOUS WASTE REMOVAL: Add 20% to basic hourly rate.

IRON0404-009 07/01/2011

ADAMS, FRANKLIN (Except Southwest 1/3), AND HUNTINGDON (Except Southwest 1/3)

	Rates	Fringes
IRONWORKER.....	\$ 29.02	24.05
<hr/>		
IRON0568-002 05/01/2011		

BEDFORD, FRANKLIN (Southwest 1/3), FULTON AND HUNTINGDON
(Southwest 1/3) COUNTIES

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-Up.....	\$ 26.73	14.70
Structural, Ornamental, Reinforcing; Machinery Mover; Rigger and Machinery Erector; and Fence Erector.....	\$ 26.48	14.70

* LABO0419-004 07/01/2011

BEDFORD, FRANKLIN, FULTON, AND HUNTINGDON COUNTIES

	Rates	Fringes
Laborers:		
Brick Mason Tender.....	\$ 18.42	10.15
Unskilled.....	\$ 18.27	10.15

LABO1180-010 05/01/2011

ADAMS COUNTY

	Rates	Fringes
Laborers:		
Plasterer Tender.....	\$ 22.19	9.18
Brick Tender.....	\$ 22.22	9.18
Unskilled.....	\$ 20.19	9.18

PAIN0411-004 05/01/2009

	Rates	Fringes
Painters:.....	\$ 22.17	8.90

PLUM0354-003 06/01/2011

BEDFORD AND HUNTINGDON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 31.81	19.18

PLUM0520-006 05/01/2011

ADAMS, FRANKLIN, AND FULTON COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 31.92	20.39

SUPA1999-004 11/29/1999

	Rates	Fringes
Power equipment operators:		
Backhoes.....	\$ 14.71	4.91
Bulldozers.....	\$ 14.27	4.80

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD Form 254 Draft	4	29-NOV-2011
Attachment 2	EXHIBITS A & B - Past Performance Project Data & Questionnai	3	05-DEC-2011

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.236-28 Preparation of Proposals--Construction OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237130

(2) The small business size standard is \$33.5M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (d) applies.

☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----- (i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6 Data Universal Numbering System (DUNS) Number APR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

To Be Determined during Phase Two of the Source Selection.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter **Ch 2**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS TO OFFERORS

1.0 INTRODUCTION: This is a Federal Acquisition Regulation (FAR) 15 competitive, best value, two phase design-build source selection. In Phase One of this procurement, interested Offerors shall submit certain specified past performance information, qualifications of key personnel and specialized experience for key design and construction subcontractors. This information shall demonstrate their capability to successfully execute the design-build construction contract that will result from this solicitation. The Government will evaluate Phase One proposals in accordance with the criteria described herein and intends to select no more than five (5) of the Phase One Offerors to compete for the design-build contract in Phase Two. Offerors not selected for Phase Two will not be further evaluated and are not eligible for the Phase Two submission and evaluation process and are not eligible for contract award. In Phase Two of the procurement eligible Offerors will be given the opportunity to propose their preliminary design concepts, design-technical narratives, and cost proposals. The offeror's Phase One evaluation will remain the same during Phase Two and offerors will not, unless discussions are held during Phase Two, be given an opportunity to submit revised Phase One proposals. The Government reserves the right to reject any and all proposals at any phase of the solicitation process. Final selection and basis for award of the design-build contract will be on the basis of qualifications, technical quality, price, and other salient factors for Phases One and Two that is considered to be the best value to the Government. This is not a low bid award project. If awarded the contract, the Offeror shall complete the design and construction documents and construct the facility in compliance with these completed requirements.

1.1 SECURITY CLEARANCE REQUIREMENTS: Offerors AND their Lead Design Firm both must have a current/active DoD Industrial Facility Security Clearance at the SECRET level when the Phase One proposal is submitted and at contract award. This **security clearance is a PASS/FAIL requirement to be verified during Phase One evaluations**. Offerors without an current/active DoD Industrial Facility Security Clearance at the SECRET level by the proposal submission date for Phase One proposals, will not be further evaluated or considered for award. Washington Headquarters Services/Acquisition Directorate (WHS/AD) will NOT sponsor potential offerors for the facility clearance requirement.

1.2 AMENDMENTS: Amendments to the solicitation will be posted to Fed Biz Ops. It is the responsibility of each offeror to review the web page for notice of amendments, updates, or changes to current information. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

1.3 INQUIRIES ABOUT THIS SOLICITATION: All correspondence in conjunction with this solicitation should be directed to the Government's Points of Contact (POC) identified below:

Francisco "Frank" Fernandez, Contract Specialist
francisco.fernandez.ctr@whs.mil

Natalie Melomed, Contract Specialist
natalie.melomed@whs.mil

Dennis Luquette, Contracting Officer
dennis.luquette@whs.mil

1.4 PRE PROPOSAL SITE WALKS: Pre-proposal site walks will only be held during Phase Two of the design build source selection. Date/time to be determined.

1.5 JOINT VENTURE (JV) OFFERORS: If the offeror is a joint venture, the joint venture shall be registered as a joint venture in the Central Contractor Register (CCR) to be considered for award. To be eligible for evaluation and award, the joint venture shall have a current/active DoD Industrial Facility Security Clearance at the SECRET level when its Phase One proposal is submitted. The offeror shall provide all required solicitation information for all parties including a copy of the joint venture agreement. The agreement shall include information which identifies the responsibilities for each entity under this contract. The agreement shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind each entity of the joint venture.

1.6 TEAMING/PARTNERING (TP) OFFERORS: If the offer is based on a teaming/partnering relationship, the offeror shall provide all required solicitation information for all parties including a copy of the teaming/partnership agreement. The agreement shall include information, which identifies the responsibilities for each entity under this contract. To be eligible for award, each entity in the teaming/partnering offeror shall have a current/active DoD Industrial Facility Security Clearance at the SECRET level when the Phase One proposal is submitted. The agreement shall demonstrate the relationship between firms and identify contractual relationships and authorities to bind each entity of the teaming/Partnering relationship.

1.7 SUBCONTRACTING INFORMATION: For information regarding the Small Business Administration's (SBA) Mentor-Protégé Program see <http://www.sba.gov>. For information regarding the Department of Defense (DoD) Funded Mentor Protégé Program see <http://www.acq.osd.mil/sadbu/mentorprotege/info>. As part of the outreach program it is recommended that your company/firm consider using the SBA's Pro-net database as a source of small businesses. Pro-net is a free internet database of information on more than 171,000 small businesses, small disadvantage businesses, women-owned small businesses, and HUB Zone small businesses. As of October 1, 1999, Small Disadvantaged subcontractors must receive certification by the SBA. Pro-net is available on the SBA's web page <http://sba.gov>. Information on the DoD's Women-Owned Small Business Program is available at <http://acq.osd.mil/sadbu/wosb>.

1.8 INCURRED EXPENSES: The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not

desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

1.9 PROPOSAL PREPARATION: Offerors are advised that the required data will be utilized for review and evaluation by a Source Selection Evaluation Board (SSEB) and that all data submitted for consideration under this proposal will be reviewed only for the purposes required for evaluation and award. The Government will not make assumptions concerning the Offeror's intent, capabilities, facilities, or experiences. Clear identification is the sole responsibility of the Offeror. Instructions for the preparation and organization of each proposal are included herein. The proposal shall be submitted as summarized below and as required by the specifications. Proposals containing exceptions, qualifications, conditions, assumptions or any other deviations from the solicitation shall be considered non-responsive and will be rejected by the Government and not considered for award.

All proposals shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. Any commitments made in the proposal shall become a part of the resultant contract. In no case shall words like "we will comply with the requirements of the contract," or equivalent statements, be acceptable to meet the requirements of this solicitation. Deviations or adding qualifications, assumptions or exceptions to the terms and conditions or failure to comply with these instructions shall result in the offeror's proposal being rejected.

Responses that merely repeat the language of the solicitation and/or that merely indicate that the contractor will comply with all the of the solicitation requirements with nothing more, shall be deemed unacceptable and will not be considered for award.

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals and will destroy all extra copies. No destruction certificate will be provided.

2.0 GENERAL FORMAT INFO: Each proposal shall be marked to clearly identify the original and the copies, and the copies shall be numbered.

2.1 PHASE ONE FORMAT: Proposal submittal for Phase One shall include original and five (5) copies. All written material shall be submitted in standard three ring loose-leaf binders. Proposals shall be tabbed and labeled in a manner to afford easy identification from a Table of Contents. Font size shall be not less than 10 point. Each page shall be identified with the appropriate page number centered at the bottom of the page. Sheet size of the proposal contents shall be 8.5" x 11". Legibility, clarity, coherence, and the contents are important. Phase One proposal length shall be limited to 76 single-sided or 38 double-sided pages. Referenced or incorporated documents will be included in the page length. Pages that exceed the page length will not be considered or evaluated by the Government and may result in rejection of the proposal. The Offeror shall not submit verbatim sections or attachments of this solicitation as part of their proposal. Offers that do not meet these requirements may be subject to rejection.

2.1.1 A cover sheet identifying the Offeror and the project shall be provided. The second sheet(s) shall be a Table of Contents.

2.1.2 The proposal shall contain a detailed table of contents. The complete table of contents shall be included in each binder used.

2.1.3 Materials submitted but not required by this solicitation (such as company brochures and equipment lists) shall be relegated to appendices. Appendices or exhibits attached to the proposal are included in the proposal page limits identified in (a) above.

2.1.4 The Government intends to evaluate proposals for Phase One submission without discussions. If requested by the Government, proposal revisions for written portions of the proposal shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlined. The source of the revision, e.g. Error, Omission, or Clarification (EOC) or amendment, shall be also indicated for each revision. Revised pages shall be numbered, dated, submitted in appropriate number of copies, and a different color page than the original.

2.1.5 Requirements for Special Marking of Proposal Data Envelopes or other cover for material submitted in response to RFP shall be opaque, and must be so presented that they may be easily identified. Outside of envelope or other cover must show:

- a. Destination of Proposal.
- b. Name and location of Project.
- c. Solicitation Number.
- d. Name and Address of Offeror.

2.2 PHASE TWO FORMAT: Only those firms selected in Phase One may submit a Phase Two proposal. The detailed technical requirements (classified) will be provided only to those firms selected to compete in Phase Two. Coordination/Instructions for technical requirements distribution will be sent directly to those firms only. The Government intends to award the contract to a Phase Two offeror without discussions.

2.2.1 DESIGN/TECHNICAL: The design narrative portions of the submission requirements above shall be submitted in one (1) three-ring binder; submit the original and five (5) copies. The proposal information shall be submitted on 8.5" x 11" paper. Organization information requested under the appropriate tabs, and in the sequence of the evaluation factors indicated in Section M.

All drawings required in Phase Two shall be half size drawings, bound in 1 folio and organized in the sequence of the evaluation factors indicated in Section M. The required exterior rendering shall be in color. Submit the original and five (5) copies. Each drawing shall be identified with the appropriate Sequence and Sheet Numbers in the lower right hand corner. All alternate designs, which may or may not be priced as additive or deductive items shall be graphically described on separate drawings from the base proposal design. All alternate designs shall meet the minimum requirements of the solicitation.

Proposal revisions for drawings shall be submitted as sheet replacements with all changes identified on the drawings with clouds and in the title block, including the source of the revision, e.g. Error, Omission, or Clarification (EOC) or amendment. Revised drawings shall be numbered, dated and submitted in the appropriate number of copies.

2.2.2 COST/PRICE PROPOSAL: submit the original and one (1) copy. Information submitted shall presented in a separate binder or envelop clearly marked COST/PRICE PROPOSAL. Submit the information on 8.5" x 11" paper.

It is the responsibility of the Offeror to submit proposal information and documents complete, self-sufficient, and fully responsive to the submission requirements of this solicitation. It is the responsibility of the Offeror to submit proposal information organized sequentially under tabs and number all pages, to facilitate evaluation. Materials and requested information not organized under the appropriate tabs, and in the sequence of subparagraphs set out below, may easily be overlooked during evaluations, thus possibly affecting the ratings of each Factor in Phase Two affecting the basis of award.

3.0 CLARIFICATIONS AND FINAL PROPOSAL REVISION

3.1 GENERAL: Any conflicting criteria that cannot be resolved shall be brought to the attention of the Government by the Offeror before the date established for submitting its Phase Two proposal. In the absence of such request for clarification, the Offeror shall perform to the most beneficial criteria as determined by the Government.

3.1.1 Clarifications Prior to Proposal Due Date

In the event that clarifications are required prior to submitting Phase Two proposal, contact the individuals listed in paragraph 1.3 of this section. All Phase Two Offerors will be advised of significant clarifications affecting the scope of the project. Qualifications, exclusions and exceptions in the form of clarifications submitted with the Phase Two proposal shall be considered by the Government to be nonresponsive and will result in rejection of the proposal.

3.1.2 Final Proposal Revision

The Government intends to award the contract without conducting discussions on the basis of the Phase Two offers received. Offers should contain the Offeror's best terms from a cost and technical standpoint. The Government may contact those firms whose Phase Two proposals are within the competitive range and conduct discussions/negotiations concerning their proposal. Following resolution of the discussions/negotiations, if any, Offerors in the competitive range will be given the opportunity to submit their Final Proposal Revision.

3.1.3 Notice

Failure to submit all the data indicated in this section may be cause for determining a proposal nonresponsive and, therefore, not considered for award.

Section M - Evaluation Factors for Award

EVALUATION FACTORS**1.0 PROPOSAL EVALUATION - GENERAL**

A Source Selection Evaluation Board (SSEB) composed of Government representatives from contracting, engineering, project management, and construction representatives will evaluate the proposals. The SSEB will utilize technical advisors in the evaluation process, as necessary. The SSEB will evaluate proposals, using the significant factors and sub factors described in this part.

1.1 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)—DISCLOSURE

(a) **Purpose.** This clause applies to the Contractor and its affiliates, consultants and subcontractors of any tier (collectively referred to as “Contractor”). This clause must be included in all subcontracts and other agreements executed by the prime contractor in connection with submitting the prime contractor’s proposal or performing the work. Attention also is directed to FAR Subpart 9.5 and the provisions which follow.

(b) **Government Contractor Participation in Solicitation/Statement of Work, Award or Administration.** The following Government contractors participated in the preparation of the Statement of Work/Solicitation or are expected to assist in the award and administration of the contract and may have access to proprietary information contained in proposals:

1. Shalom Baranes/HSMM JV
2. Parsons Corporation
3. Infinity Technology

(c) **Scope-Actual or Potential Conflicts of Interest.** This clause is intended to ensure that the Contractor (1) does not obtain or appear to obtain an unfair competitive advantage over other parties by virtue of actual or potential unauthorized use or disclosure of proprietary or procurement-related information, (2) does not obtain or appear to obtain an unfair competitive advantage over other parties by virtue of any relationship (social, familial, financial etc) between the Contractor or Contractor’s employees and any Government employee, Government contractor or Government contractor employee involved in the procurement process or the administration of the contract whether or not specifically identified in this solicitation, (3) is not biased or potentially biased or its ability to render impartial advice to the Government impaired or potentially impaired due to Contractor’s current or planned interests (financial, contractual, organizational or otherwise) that relate to the services performed or products to be delivered under this solicitation, or (4) any other potential conflict of interest identified or within the scope of FAR 9.5. Parts (1), (2) and (3) above are examples of potential conflicts of interest governed by this clause.

(d) **Contractor Representation.** In its proposal, the Contractor shall certify that, to the best of its knowledge and belief, Contractor has no actual or potential conflict of interest or, pursuant to paragraph (e), has disclosed to the Contracting Officer in writing all relevant information regarding any actual or potential conflict of interest.

(e) **Contractor Disclosure of Actual or Potential Conflicts of Interest Before and After Award.** If, before or after award, an actual or potential conflict of interest is identified by the Government or discovered by the Contractor, the Contractor shall immediately make a full disclosure in writing to the Contracting Officer. The Contractor further recognizes that during the term of this contract, conditions may change which may give rise to a newly recognized actual or potential conflict of interest. In the event that the Government identifies or the Contractor discovers an actual or potential conflict of interest before or after award, the Contractor shall, at a minimum, immediately provide the following information:

- (1) a description of the actual or potential conflict of interest and identify the parties involved;
- (2) a description of the work affected by the actual or potential conflict of interest; and

(3) a mitigation plan as described in section (f).

(f) Mitigation Plan. To the extent that the Contractor or the Government has at any time before or after award identified an actual or potential conflict of interest, the Contractor shall propose a mitigation plan which concisely describes all relevant facts concerning any potential conflict of interest including any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the services performed or product to be delivered under this solicitation. The mitigation plan shall describe the actions or planned actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the conflict of interest. If accepted by the Contracting Officer, the mitigation plan will become part of the contract.

(g) Final Authority. The Contracting Officer is the final authority in determining whether a conflict of interest exists and whether the conflict of interest has been adequately mitigated, neutralized or avoided.

(h) Remedies. The presence of an actual or potential conflict of interest that, in the Contracting Officer's discretion, cannot be avoided, mitigated or neutralized, may preclude the Contractor from competing for the award or, if the conflict is discovered after award and cannot, in the Contracting Officer's discretion, be neutralized, mitigated or avoided, may result in termination of the contract. If the conflict of interest results from conflicting financial or other interests involving Contractor personnel performing under this agreement, the Contracting Officer may require the Contractor to remove such personnel from performance of work under the contract as a means to avoid, neutralize or mitigate the conflict of interest. If the Contractor was or, with reasonable diligence, should have been aware of a potential conflict of interest before award, or discovers or with reasonable diligence should have discovered an actual or potential conflict after award and does not disclose or misrepresents relevant information to the Contracting Officer, it will be deemed a material breach of the agreement/solicitation. In that event, the Government may elect to terminate the contract for default. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this agreement, or statute or regulation.

(i) The Contractor may not compete for any requirement that incorporates, involves or relates to any work performed by contractor under this solicitation unless otherwise authorized in writing by the Contracting Officer.

1.2 DESIGN FREEDOM

Requirements stated in this solicitation are minimum requirements. Innovative, creative, or cost-saving proposals which meet or exceed these requirements are encouraged and will receive consideration accordingly. Alternatives to the space and adjacency requirements are discouraged unless the change results in a significant improvement to the facility. Alternatives from any requirements should be clearly noted and justified in the proposal. All alternatives must still adhere to the technical performance requirements. Informative drawing notes are encouraged.

1.3 GOVERNMENT'S RIGHTS AND GOALS

The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all offerors; to award a contract to other than the offeror submitting the lowest price proposal; and to award a contract to the offeror submitting the proposal determined to be most advantageous to the Government.

PHASE ONE

VOLUME I QUALIFICATIONS/PAST PERFORMANCE

2.0 EVALUATION PROCESS FOR PHASE ONE PROPOSALS

2.1 The Phase One evaluation process consists of three parts: proposal compliance review, qualification/past performance evaluation, and determination of highly qualified offerors.

2.1.1 Proposal Compliance Review

This is an initial eligibility check for overall compliance with the proposal submission and eligibility requirements including, without limitation, financial capacity, required security clearances, conflict of interest/mitigation plans and adherence to submission requirements. This review may eliminate those proposals that fail to provide all required information and documents in the format and detail specified. This review is to ensure that all required information is complete and that the proposal has been submitted on time. Offerors that fail to submit compliant Phase One proposals, do not have the required Security Clearance when proposals are submitted or that have an OCI that cannot be mitigated will not be further considered by the Government and shall be rejected.

2.1.2 Qualifications/Past Performance Evaluation

The SSEB, using technical advisors, if necessary, will evaluate all proposals meeting Phase One compliance requirements. The qualifications/past performance evaluation consists of an evaluation and quality scoring of Phase One proposals. After the qualifications/past performance evaluations are complete, the Government will then consider the qualifications/past performance evaluation to determine the most highly qualified Offerors. Upon completion of the qualifications/past performance evaluations, the most highly qualified Offerors will be requested to submit Phase Two proposals. Offerors not asked to submit Phase Two proposals will not be further evaluated and will not be considered for contract award.

2.1.3 Determination of Highly Qualified Offerors

The maximum number of highly qualified offerors shall not exceed five.

3.0 SUBMISSION REQUIREMENTS FOR PHASE ONE PROPOSALS

3.1 The following Phase One submission requirements are in addition to those stated in Section L. The Phase One proposal shall be entitled VOLUME I, and shall include the information as described below and in Section I and shall be presented in the sequence listed.

3.1.1 TAB A Factor 1- Proposal Compliance Review-Administrative Information/Financial Capacity

Each Offeror shall Submit:

- a. A completed Standard Form (SF) 1442; name, title, and signature by a person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- b. The name, address, and telephone and facsimile numbers of the offeror and lead design firm (and electronic address if available).
- c. The DUNS number, CAGE Code and TIN of offeror.
- d. Joint Venture or Teaming Partnering Agreement information (if applicable)
- e. Acknowledgement of all amendments.
- f. OCI Certification, Disclosure and Mitigation Plan.

Each Offeror and Lead Design Firm must both hold an active DoD Industrial Facility Security Clearance at the SECRET level when the Phase One proposal is submitted. Offeror's CAGE code will be used to verify clearance levels.

Financial Capacity - Submit a letter of current bonding capacity from a Bonding Company on the Government's approved surety list.

3.1.2 TAB B Factor 2- Past Performance Information of the Prime Construction Contractor

The prime construction contractor shall demonstrate recent, relevant experience on projects similar to the scope of this solicitation. The Offeror shall identify government and private contracts that are similar to the requirements of this solicitation. There are two aspects to the past performance evaluation. The first will be to evaluate the Offeror's past performance to determine how relevant recent efforts accomplished by the Offeror are to the scope of work described in this source selection. The second aspect of past performance evaluation is to determine how well the Offeror performed on the contracts.

Where the word "project(s)" appears in this section, it is understood to mean a project, contract(s), task order(s), or any other contract document provided for by the Federal Acquisition Regulation (FAR 2.101). Examples of projects submitted by the Prime Construction Contractor may be performed for a Government Agency, institutional organization or a commercial or private sector customer. If projects were design/build projects, so identify them.

Where the word "recent" appears it is understood to mean as a project for which construction has been completed and turned over to the owner within five (5) years of the effective date of this solicitation.

Relevant past performance information is one indicator of an Offeror's ability to perform the contract successfully. Where the word "relevant" appears it is understood to mean that project experience is similar and logically connected to the context of this solicitation in terms of scope (similar type of work, size, effort, complexities and dollar value, etc) as the work described in this solicitation. A brief description of work is found in solicitation Section C, entitled, "DESCRIPTION OF WORK".

Regarding relevant prime construction contractor work, the Government will consider the type of work features self-performed, on-site by the Prime Contractor's own organization in addition to construction management effort.

An Offeror's past performance will be evaluated on the relevant recent efforts (contracts) of the offeror and how well the offeror performed on the contracts. The following criteria will be utilized to evaluate each offeror:

a. **RELEVANT COMPANY EXPERIENCE.** The Offeror is to submit no more than three (3) examples of its most recent, relevant, construction type projects performed as a prime construction contractor to demonstrate construction type experience similar to the work required in this solicitation. For each recent, relevant project example, the Offeror shall submit an Exhibit "A" Project Data Sheet (Attachment 1). If the Offeror is submitting task order type projects, each task order project shall be submitted on a separate Exhibit "A" Project Data Sheet.

b. **QUALITY OF PAST PERFORMANCE**

(1) Submit Exhibit "B" Past Performance Questionnaire (Attachment 1) for customer input whether Federal, State, Local, or Commercial. Exhibit "B" should be emailed from the customer or client directly to Francisco "Frank" Fernandez at francisco.fernandez.ctr@whs.mil and Natalie Melomed at natalie.melomed@whs.mil. The Contracting Officer must be in receipt of these prior to the submission of Phase 1 proposals. CCASS Reports and other types of performance survey forms, signed by a commercial

customer or signed by a representative from another Federal or State agency, shall be submitted as long as the information submitted has the same or similar information as indicated in survey at the end of this section, documenting the quality of the Prime Construction Contractor's performance for the projects submitted. Letters of Recommendation or Appreciation are considered supplemental information to demonstrate customer satisfaction and are not considered equal to past performance questionnaires

(2) The Offeror may also provide in its initial proposal, information (i.e., letters of appreciation, safety awards, customer awards, etc.) of other completed projects to further demonstrate owner satisfaction with the Offeror's general trend in construction performance. Information submitted shall be recent and relevant as previously defined.

(3) Joint Venture and Teaming/Partnering Submission Requirements. The JV or TP Offeror is to provide no more than three (3) recent, relevant projects performed by the JV or TP to demonstrate past performance. If the JV or TP has insufficient recent and/or relevant projects performed, then each member of the JV or TP is to provide no more than three (3) recent, relevant projects performed by the JV or TP member to demonstrate its record of past performance.

(4) Verification: The Government reserves the right to verify the experience record of cited projects, or other recent projects not submitted by reviewing the Past Performance Information Retrieval System (PPIRS), or other Government appraisal systems or by interview of the owner or references. The Government may check any or all cited references to verify supplied information. An Offeror will be afforded the opportunity to reply to or explain adverse performance information to which the Offeror has not previously had an opportunity to address.

3.1.3 TAB C Factor 3- Past Performance Information of the Lead Design Firm(s) Electrical, Mechanical, Architectural

Under TAB C, the Offeror is to clearly identify which proposed design firm(s) will be responsible for meeting the requirements of this solicitation for each of the three major areas of design effort (electrical, mechanical, and architectural). If the design effort will be performed in-house by the prime construction contractor then clearly state this in the proposal and demonstrate this experience. Emphasize any past design experience performed with the design-build team being proposed for this project. Prior projects performed with the design build team may be considered more relevant and given greater weight in the overall past performance evaluation.

The Offeror is to submit the following information for its proposed design firm(s) or in-house design if performed by the prime contractor:

a. RELEVANT COMPANY EXPERIENCE. Each of the Offeror's proposed Lead Design Firm(s) for electrical, mechanical and architecture design efforts (not key personnel) are to provide no more than three (3) examples of their most recent, relevant, design projects to demonstrate design efforts similar to this solicitation. Design projects examples submitted are to be 100% complete by the solicitation issue date. Partial, schematic or concept designs are not considered 100% complete designs. If the Offeror is proposing a single design firm to perform all three major design efforts, or if all three major design efforts are to be self-performed in-house by the Prime Construction Contractor, then the Offeror is to use their best judgment in presenting clearly that its firm's past experience in performing all three major design areas has been performed and is recent and relevant in the context of this solicitation. Where the word "recent" appears, it is understood to mean design type projects that have been 100% completed (final construction documents completed) and the construction is at least 50% complete within five (5) years of the issuance date of this solicitation. For each design project example submitted, provide an Exhibit "A" Project Data Sheet (Attachment 1). If the Offeror is submitting task order type projects, each task order project shall be submitted on a separate Exhibit "A" Project Data Sheet.

b. QUALITY OF PAST PERFORMANCE

(1) Submit Exhibit “B” Past Performance Questionnaire (Attachment 1) for customer input whether Federal, State, Local, or Commercial. Exhibit “B” should be emailed from the customer or client directly to Francisco “Frank” Fernandez @ francisco.fernandez.ctr@whs.mil. The Contracting Officer must be in receipt of these prior to the submission of Phase 1 proposals. ACCASS reports may be submitted. A design firm may submit a past performance questionnaire of a prime construction contractor when the design firm acted as the subcontract designer on a design-build. In this situation, the owner’s survey must include evaluation remarks regarding the quality of the design firm’s effort during the project. Other types of survey forms signed by a commercial customer or signed by a representative from another Federal or State Agency may be submitted as long as the information submitted has the same or similar information as shown on Exhibit B, documenting the quality of the design firms’ performance for the projects submitted. Letters of recommendation are considered supplemental information demonstrating customer satisfaction, and are not considered equal to a past performance survey.

(2) The Offeror may also provide in its initial proposal, information (i.e., letters of appreciation, safety awards, customer awards, etc.) of other completed projects which demonstrate owner satisfaction with the design firm(s)’s overall design performance. Information submitted must be recent and relevant as previously defined.

(3) If a Design Firm(s), or Prime Contractor if design is performed in-house, has been required to take corrective action for any substandard performance, the Offeror should explain in the proposal the circumstances and the corrective actions taken.

3.1.4 TAB D Factor 4- Specialized Experience Key Project Personnel Capabilities and Experience

The key project personnel listed below are not necessarily all the personnel required for this design-build project. Key personnel identified in this section should be senior working-level people who will be involved in design and construction on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the Offeror is making a commitment that, barring unforeseen circumstances; they are the personnel who will be assigned to the project. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment.

The information submitted in TAB D consists of the following two elements that are equal and not rated separately: CONSTRUCTION PERSONNEL and DESIGN PERSONNEL

The Offeror is to include only the resumes of the key project personnel listed below for construction and design. Provide resumes that are complete and fully address the required information for this solicitation and demonstrate the relevancy of past experience to the work that is to be performed under this solicitation. Offeror’s are to demonstrate the required experience for each labor category; by, providing projects where individual has performed the duties of the proposed labor category. If key personnel is suppose to have 5 years experience in a particular labor category, then projects with dates listed in the resume should clearly demonstrate the number of years of experience required for this solicitation.

a. Construction Personnel: Include only the key construction project personnel listed below. The Offeror is to emphasize projects where its personnel have performed the duties of their role assigned on this project.

b. Design Personnel: Include only the key project design personnel listed below and emphasize projects in which they have performed the duties of their role assigned to them on this project. All designs performed shall be accomplished by registered design professionals. All design personnel listed below shall demonstrate relevant experience when compared to the design effort of this solicitation. Include state registration numbers with expiration dates for all professional engineers and architects. Architects or engineers registered to

practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work in accordance with FAR 52.236-25

REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003). The Designers of Record listed below, not suppliers or vendors, shall prepare the designs. For key personnel listed below that are not architects or engineers, but are specialty designers assigned to perform certain aspect of the design shall include required designations and certificate numbers or state registration numbers as applicable. Provide resumes for the following key team members that meet the corresponding minimum requirements:

Construction and Design Personnel Minimum Requirements List: When listing project experience on required resumes, demonstrate at least the minimum number of years' experience as designated in the role criteria. All experience for personnel listed below shall be relevant in accordance with the applicable paragraphs of Section C, "Description of Work".

Role	Criteria
Prime Construction Contractor Project Manager	Project Manager with at least 10 (ten) years of experience managing similar power plant construction projects. When listing project experience on the resume, demonstrate at least 5 (five) years of project experience where the role of Project Manager was performed.
Construction Superintendent	On-site construction supervisor with at least 10 (ten) years of experience managing similar power plant construction projects. When listing project experience on the resume, demonstrate at least 5 (five) years of project experience where the role of Construction Superintendent was performed.
Safety Officer	EM 385-1-1 (Safety and Health Requirements Manual) compliant Site Safety Health Officer (SSHO) for Federal Construction Projects. Demonstrate experience (five years) with underground construction and rock excavation. Safety Officer shall have independent authority to stop work and authorize correction of safety-related construction issues. Demonstrate how Contractor will achieve this with their management structure.
Construction Quality Control Manager	Construction Quality Control Manager with 5 (five) years demonstrated relevant experience much like what will be required on this project.
Design Project Manager	Registered engineer with 5 (five) years demonstrated relevant experience much like what will be required on this project.
Design Quality Control Manager	Must be a registered engineer or architect with 5 (five) years relevant project experience.
Electrical Engineer	Designer of Record: Registered engineer with 10 (ten) years demonstrated relevant design experience with diesel generators, switchgear, and power distribution.
Instrumentation Controls Engineer	Designer of Record: Registered engineer with 10 (ten) years demonstrated relevant design experience with integrating multiple control systems, and the design of highly-reliable

	PLC systems.
Mechanical Engineer	Designer of Record: Registered engineer with 10 (ten) years demonstrated relevant design experience with centrifugal chillers, hydronic systems, cooling towers, combustion air, fuel systems, custom air handling units, in hardened facilities.
Fire Protection Engineer	Fire Protection Engineer Designer of Record: Registered Fire Protection Engineer as defined by UFC 3-600-01, Fire Protection Engineering for Facilities. Resume must demonstrate at least 5 (five) years relevant specialized experience directly related to the design of water mist, aqueous film-forming foam (AFFF) suppression, smoke removal, smoke containment, and life safety/egress systems.
Structural Engineer	Designer of Record: Registered engineer with 5 (five) years demonstrated relevant design experience, including underground and hardened projects, and support of heavy rotating equipment.
Mining Engineer	Designer of Record: Registered mining engineer with 10 (ten) years demonstrated relevant design experience, including underground and hardened projects, as well as design and support of drilling through hard rock.
Environmental Engineer	Designer of Record: Registered environmental engineer with 5 (five) years demonstrated relevant design experience, including naturally occurring asbestos (NOA); air permitting; National Environmental Policy Act (NEPA) documentation; and fuel tank system design; installation, inspection, and management experience.
Certified Industrial Hygienist	Certified Industrial Hygienist (CIH) with 5 (five) years demonstrated experience with naturally occurring asbestos (NOA) health and safety issues and management.
Architect	Designer of Record: Registered architect with 5 (five) years demonstrated relevant design experience in power plant, chiller plant, and underground facilities.

End of Construction and Design personnel resume minimum requirements list.

3.1.5 TAB E Factor 5- Specialized Experience Key Subcontractor for Electrical

In TAB E the Offeror is to identify its proposed first tier Key Construction Subcontractor for electrical installation of electrical, instrumentation and controls, communications, and security. If more than one first tier key construction subcontractor for electrical installations will be used, then the Offeror is to provide a brief narrative describing each subcontractor's role and indicate the specific electrical work feature(s) all subcontractors will be performing; describing the extent of their involvement in the project.

Emphasize any projects where the proposed key subcontractor(s) have performed with the prime contractor on previous recent relevant projects as defined in this Section. The Offeror shall document team arrangements with all its first tier key subcontractors for electrical installation submitted under this factor, using a Letter of Commitment for this documentation and include it in the initial proposal under this tab, TAB E. If the Offeror will be self-performing the electrical installation then so state and describe the extent of the work that will be self-performed in addition to demonstrating its past experience by providing the information on the Exhibit "C" Project Data Sheet for Mechanical/Electrical Key Subcontractors.

Each of the Offeror's proposed first tier Key Construction Subcontractors for electrical installation or the prime construction contractor will be self-performed the electrical installation, shall provide up to three (3) Exhibit "C" data sheets to demonstrate recent, relevant project experience performing the key work feature which the Offeror has identified them to install.

3.1.6 TAB F Factor 6- Specialized Experience Key Subcontractor for Mechanical

In Tab F, the Offeror is to identify its proposed first tier Key Construction Subcontractor for mechanical installation of Heating Ventilation/Air Conditioning (HVAC), plumbing and fire protection. If more than one first tier key construction subcontractor for mechanical installations will be used, then the Offeror is to provide a brief narrative describing each subcontractor's role and indicate the specific mechanical work feature(s) each subcontractor will be performing; describing the extent of their involvement in the project. Emphasize any projects where the proposed key subcontractor(s) have performed with the prime contractor on previous recent, relevant projects as defined in this Section. The Offeror shall document team arrangements with all its first tier key subcontractors for mechanical installation submitted under this factor, using a Letter of Commitment for this documentation and include it in the initial proposal under this tab, TAB F. If the Offeror will be self-performing the mechanical installation then so state and describe the extent of the work that will be self-performed in addition to demonstrating its past experience by providing the information on the Exhibit "C" Project Data Sheet for Mechanical/Electrical Key Subcontractors.

Each of the Offeror's proposed first tier Key Construction Subcontractors for mechanical installation, or the prime construction contractor if it will self-perform the mechanical installation, shall provide up to three (3) Exhibit "C" data sheets to demonstrate recent, relevant project experience performing the key work feature which the Offeror has identified them to install.

3.1.7 TAB G Factor 7- Management Approach

Organization: Present your proposed Design Build (D/B) organizational chart and discuss the firm's proposed management and organizational structure, including lines of authority for key personnel, relationships, and functions to be performed by each unit, key executives who will have overall responsibility and organizational relationships with proposed subcontractors. Indicate to what extent your firm has worked with the proposed subcontractors in the past. The prime should clearly identify the limits of responsibility for subcontractors. Discuss how the contractor's organization will interface with Government team members.

Management Control Plan: Submit your firm's proposed management approach and discuss other items such as general contract administration, project controls, management personnel to be assigned to the project, scheduling and other management tools the firm uses in its day-to-day operations. The management control plan shall provide the most efficient and effective plan to accomplish the work, including design and construction changes, and shall identify the management controls being implemented to enable the project to be completed within project cost and schedule while maintaining control of subcontractors and work flow. Discuss your plan to recruit, hire, and retain qualified personnel to meet the requirements of this acquisition.

Risk Mitigation Plan: Submit your firm's proposed Risk Mitigation Plan and describe what processes and procedures will be utilized to ensure coverage and compliance of all roles, functions and responsibilities to enable the project to be completed within project cost and schedule while maintaining control of subcontractors and work flow. This includes but is not limited to design and construction changes.

4.0 EVALUATION FACTORS FOR PHASE ONE PROPOSALS

4.1 Tab A Factor 1 Proposal Compliance Review- Administrative Information/Financial Capacity-PASS/FAIL

This is an initial eligibility check for overall compliance with the proposal submission and eligibility requirements, the information required in Tab A above and, without limitation, financial capacity, required security clearances, conflict of interest/mitigation plans and adherence to submission requirements. This review may eliminate those proposals that fail to provide all required information and documents in the format and detail specified. This review is to ensure that all required information is complete and that the proposal has been submitted on time. Offerors that fail to submit compliant Phase One proposals do not have the required Security Clearance when proposals are submitted, do not submit the required bonds or demonstrate sufficient financial capacity, that have an OCI that cannot be mitigated or otherwise fail the initial eligibility review will not be further considered by the Government and shall be rejected. Factor 1 will be rated as Pass or Fail.

4.2 The SSEB will evaluate Phase One proposals in the areas (factors) listed below.

Factor Number description	Relative Importance
Tab B Factor 2 Past Performance Information of the Prime Construction Contractor	1st in importance
TAB C Factor 3 Past Performance Information of the Lead Design Firm(s) Electrical, Mechanical, Architectural	1st in importance equal to Factor 2
TAB D Factor 4 Specialized Experience Key Project Personnel Capabilities and Experience	2nd in relative importance; less than Factors 2 & 3
TAB E Factor 5 Specialized Experience Key Subcontractor for Electrical	3rd in relative importance; less than Factor 4
TAB F Factor 6 Specialized Experience Key Subcontractor for Mechanical	3rd in relative importance; equal to Factor 5, less than Factor 4
TAB G Factor 7 Management Approach	3rd in relative importance; equal to Factors 5 & 6, less than Factor 4

Factors 2 & 3 will be evaluated on relevancy ratings and performance confidence assessments.

4.2.1 Relevancy Ratings:

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

One performance confidence assessment rating will be assigned for each Factor 2 and 3 after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements.

4.2.2 Performance Confidence Assessments:

Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

4.2.3 Factors 4 through 7 will be evaluated using the following rating system:

Rating	Definition
Outstanding	Specialized Experience is exceptional and essentially the same scope and magnitude of effort and complexities necessary for this requirement. Management Approach meets requirements and indicates an exceptional approach and understanding of the requirements. Risk of unsuccessful performance is very low.
Good	Specialized Experience is good and similar to the same scope and magnitude of effort and complexities necessary for this requirement. Management Approach meets requirements and indicates a thorough approach and understanding of the requirements. Risk of unsuccessful performance is low.
Acceptable	Specialized Experience is adequate and involves some of the scope and magnitude of effort and complexities necessary for this requirement. Management Approach meets requirements and indicates an adequate

	approach and understanding of the requirements. Risk of unsuccessful performance is no worse than moderate.
Marginal	Specialized Experience is insignificant and involves little of the scope and magnitude of effort and complexities necessary for this requirement. Management Approach does not clearly meet requirements and has not fully demonstrated an adequate approach and understanding of the requirements. Risk of unsuccessful performance is high.
Unacceptable	Specialized Experience involves none of the scope and magnitude of effort and complexities necessary for this requirement. Management Approach does not meet requirements. Risk of unsuccessful performance is very high.

A no confidence or unacceptable rating under any Phase One factor or subfactor shall render the entire Phase One proposal unacceptable and the offeror will not be further considered for award.

End of Phase One

PHASE TWO

VOLUME II- Design/Technical & VOLUME III COST/PRICE PROPOSAL

Please Note: Only those firms selected in Phase One may submit a Phase Two proposal and be eligible for contract award. For Phase Two proposal submission and evaluation, the Government intends to make available to offerors additional information consisting primarily of Specifications and Drawings.

A date for submitting Phase Two proposals will be established by the Government.

5.0 EVALUATION PROCESS FOR PHASE TWO PROPOSALS

The evaluation process for Phase Two essentially consists of four parts: proposal compliance review, design/technical evaluation, price evaluation, and cost/technical trade-off analysis.

5.1 Proposal Compliance Review

This is an initial check by Contracting Division on the basis of solicitation requirements. This review may eliminate those proposals that fail to provide all required Phase Two information and documents in the format and detail specified. This review is to ensure that all required information is complete.

5.2 Phase Two Factor 1-Design/Technical Evaluation (Volume II)

The SSEB, using technical advisors if necessary, will evaluate all proposals submitted in response to Phase Two. Design/Technical evaluation consists of an evaluation and quality rating of the preliminary design proposal. Some subjectivity on the part of the evaluators will be used in the evaluation of the proposals. The SSEB will use the evaluation criteria herein to first perform an independent evaluation of each proposal, then conduct consensus evaluations for each factor, noting strengths, weaknesses, risks and deficiencies in each factor and assign a consensus rating to each factor.

5.3 Phase Two Factor 2-Price Evaluation (Volume III)

The Government will initially evaluate price independently from the technical evaluation. Price will not be rated, but will be evaluated for fairness and reasonableness through the use of the price analysis techniques in FAR 15.404-1. The price evaluators will also check for appearance of unbalancing of bids. Offerors are cautioned to distribute costs and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc. to the appropriate bid items.

5.4 Cost/Technical Trade-off Analysis

After the design/technical and price evaluations are complete; the Government will then consider the price in connection with the design/technical evaluation to determine the proposal offering the most advantage to the Government. The Government will evaluate advantages and disadvantages of the design/technical and prices. The trade-off analysis will be conducted upon completion of the technical and price evaluations of final proposal revisions, if discussions are necessary, or after evaluation of initial offers, if discussions will not be necessary. Some trade-off considerations are usually part of the process of determining which firms will be included in the competitive range for discussions, if discussions are necessary.

For the purposes of the Phase Two Cost/Technical Trade-off Analysis, the Design/Technical Evaluation (Factor 1) is more important than the Price Evaluation (Factor 2).

6.0 SUBMISSION REQUIREMENTS FOR PHASE TWO FACTOR 1-DESIGN/TECHNICAL (VOLUME II)

6.1 The design/technical requirements (Phase Two Factor 1) consist of conceptual level drawings, design-technical narratives, and information regarding equipment selections. All the information shall clearly define the proposed design and technical information to such a degree that the design-build team and the Government have enough detail, for mutual understanding that the proposal meets or exceeds the minimum solicitation requirements. Fully developed drawings, details, schedules and/or specifications are not desired or required for Phase Two. Any expected proposed alternatives from the solicitation should be explained.

6.1.1 TAB A SubFactor 1- Mechanical, Electrical & Fire Protection Systems

The existing power plant to be demolished and constructed in this solicitation contains important mechanical, electrical and fire protection systems that are required to be robust and highly reliable. The existing facility is required to maintain continuous, uninterrupted operations during this renovation and the Offeror shall explain/show how this will be achieved, with regard to these systems.

a. Design Technical Narrative: The Offeror shall provide a technical narrative describing the critical mechanical, electrical and fire protection systems, in accordance with this requirement. Any expected deviations from this requirement shall be explained. In addition to the systems narrative above, the Offeror shall provide a concept level fire protection code analysis and a compressed air system test plan, in accordance with this requirement.

b. Presentation Drawings: The Offeror is to provide CAD drawing(s) showing a schematic layout of the mechanical, electrical and fire protection equipment within the facility and an electrical one-line diagram(s).

c. Manufacturers Data: The Offeror is to list and provide manufacturer's catalog cut sheets of the intended generators, medium voltage switchgear, chillers, cooling towers and smoke exhaust equipment.

d. Calculations: The Offeror is to provide calculations for the smoke exhaust system.

6.1.2 TAB B SubFactor 2- Control Systems

The power plant to be demolished and constructed in this solicitation includes new critical utility monitoring and controls systems that are required to be industrial Programmable Logic Controllers (PLC) based and highly reliable. The existing facility is required to maintain continuous, uninterrupted operations during this renovation and the Offeror shall explain/show how this will be achieved, with regard to the controls systems.

a. Design Technical Narrative: The Offeror shall provide a technical narrative describing the controls systems, including how to achieve the desired reliability and how to integrate the PLC controls into the existing systems, in accordance with the requirement.

b. Presentation Drawings: The Offeror shall provide a representative CAD drawing of a control diagram sheet illustrating the typical level of detail the Offeror intends to include in the design and the type and quality of components. The Offeror shall also provide details of integration into the existing controls systems.

6.1.3 TAB C SubFactor 3- Boring & Excavation Plan

The power plant to be demolished and constructed in this solicitation includes boring & excavation.

a. Design Technical Narrative: The Offeror is to provide a design technical narrative describing how the boring and excavation will be accomplished, with respect to the intended process as well as event sequencing. Include narrative description of the vertical and horizontal borings as well as the rock anchoring. Specifics regarding naturally occurring asbestos (NOA) handling and transportation shall be addressed.

6.1.4 TAB D SubFactor 4- Design & Construction Schedule

The existing facility and systems surrounding the power plant to be demolished and constructed in this solicitation are required to maintain operations during this renovation. The Offeror will need to provide a critical path method (CPM) network diagram of the design and construction using Primavera Project Planner (P3), showing the Critical Path, as well as near critical task items and their relationship to one another and the major project milestones. Phasing is a key element of the project and should be displayed in the schedule.

6.1.5 TAB E SubFactor 5- Small Business Participation Plan

In this factor the Offeror is required to demonstrate its “planned” level of commitment to small business usage if awarded a contract under this solicitation and demonstrate its previous commitment to SBs through its record of past utilization of small businesses in the performance of past contracts. Work performed directly as a SB Prime Contractor (Offeror) shall be considered as Small Business Participation and Small Business Utilization. The two elements are:

Small Business Participation and Past Utilization of Small Businesses.

a. Small Business Participation. In this subfactor the Offeror (both large and small business) are to demonstrate their level of commitment to utilizing SBs by identifying the extent to which small businesses would be utilized in the performance of solicitation. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the Offeror’s own participation as a SB is to be identified, and will be considered in evaluating the Small Business Participation subfactor. Regardless if the Offeror is a self-certified small business or large business, the Offeror is to address the following item in a narrative form:

(1) The Offeror shall provide a Small Business Participation Plan, which identifies its anticipated utilization of small business concerns in performance of this solicitation. The Offeror’s plan shall reflect a Total Small Business Participation goal of 25% of the total contract value through any combination of small business categories.

(2) The Offeror shall provide a list of services that potentially could be committed to small business including, but not limited to construction type services, incidental design services, and survey and abatement for lead based paint (LBP) and asbestos containing materials (ACM). SB Offerors should include your own efforts when addressing services and percentages noted in (1) above. The work to be performed directly by a small business prime contractor will be considered as small business participation.

b. Past Utilization of Small Businesses. In this subfactor the Offerors (both large and small business) are to identify the extent of their record of past performance utilizing small businesses in the performance of past contracts.

(1) The Offeror shall submit a record of the past three consecutive years demonstrating the utilization of small business in the performance of its contracts. The work performed directly by a small business prime contractor will be considered as past small business utilization. Past Performance information is

limited to the three years preceding the solicitation issue date. The Offeror may demonstrate its past record by including description and available documentation of methods employed to promote SB utilization and the internal methods used to monitor such utilization.

(2) Offerors who are large businesses as defined by the NAICS Code 237130 "Power Plant Construction, not hydro electric" are also to provide documentation of their accomplishments of the goals established under FAR 52.219-9, "Small Business Subcontracting Plan" on prior contracts. Documentation may be in the form of copies from the Electronic Subcontracting Report System (ESRS), copies of prior year Standard Form 294 "Subcontracting Report for Individual Contracts" if report dates fall within the three year period indicated. Offeror's may provide a brief narrative to explain why small businesses goals were not met.

7.0 EVALUATION FACTORS FOR PHASE TWO FACTOR 1-DESIGN/TECHNICAL (VOLUME II)

The Government will evaluate and rate Volume II, non-priced design/technical information, using the rating system described in this Section. A no confidence or unacceptable rating under any Phase Two factor or subfactor shall render the entire Phase Two proposal unacceptable and the offeror will not be further considered for award.

7.1 The SSEB will evaluate and quality score Volume II of Phase Two proposals in the areas listed below.

Phase Two Factor 1 Design/Technical

Tab A SubFactor 1 – Mechanical, Electrical & Fire Protection Systems

Tab B SubFactor 2 – Control Systems

Tab C SubFactor 3 – Boring and Excavation Plan

Tab D SubFactor 4 – Design and Construction Schedule

Tab E SubFactor 5 – Small Business (SB) Participation Plan

7.1.1 Tab A SubFactor 1 - Mechanical, Electrical & Fire Protection Systems. When evaluating the mechanical, electrical and fire protection system proposals, the Government will consider how well the critical systems are explained and meet the solicitation requirements, with respect to layout and selection of major equipment, phasing to keep the facility and related systems operational and configuration of the electrical one-line diagram. The Government also will consider the risks of unsuccessful performance involved in the proposed design/plan. The concept fire protection code analysis, compressed air test plan and smoke exhaust calculations will also be emphasized to ensure compliance with the RFP.

7.1.2 Tab B SubFactor 2 - Control Systems. When evaluating the controls system proposals, the Government will consider how well the systems are explained and meet the solicitation requirements, with regard to the specifications, control diagrams, reliability and integration into the existing controls systems. The Government also will consider the risks of unsuccessful performance involved in the proposed design/plan.

7.1.3 Tab C SubFactor 3 - Boring and Excavation Plan. When evaluating the boring and excavation proposals, the Government will consider how well planned out the boring and excavation work is described and that they meet the solicitation requirements. The narrative will be evaluated to gain an understanding of the Offeror's proposed boring and excavation plans and its rationale for the design, specifically with respect to boring and excavation methods and activity sequencing and handling/transportation of Naturally Occurring Asbestos (NOA). The Government also will consider the risks of unsuccessful performance involved in the proposed design/plan.

7.1.4 Tab D SubFactor 4 - Design and Construction Schedule. When evaluating the design and construction schedules, the Government will consider what activities make up the critical path and the duration, as well as

the major milestones and other related activities. The schedule will be evaluated to gain an understanding of the Offeror's proposed schedule and phasing for the project and the interrelation of activities, given the requirement of the existing facility to stay in operation during the renovation of the plant. The Government also will consider the risks of unsuccessful performance involved in the proposed design/plan.

7.1.5 Tab E SubFactor 5 - Small Business (SB) Participation Plan. When evaluating the Small Business (SB) Participation Plan, the Government will consider the commitment to Small Business firms to meet 25% or more Small Business participation goal in the performance of this solicitation and demonstrated a history of effort and past commitment to the utilization of small business concerns. The 25% is based on the total proposed cost of the work.

Each of the Phase Two Factor 1 sub-factors are weighted equally and will be used to develop an overall rating for Phase Two Factor 1.

7.2 TECHNICAL/QUALITY EVALUATION, WRITE-UP AND GENERAL SCORING SYSTEM

7.2.1 Definitions

7.2.1.1 Deficiency

A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. The evaluators will identify the solicitation requirement, and describe why a material deficiency or deficiencies exist in the proposal. All material deficiencies discovered will be identified to the Offeror during discussions, if conducted, and in the debriefing. If revised proposals are requested, the failure by an Offeror to rectify material deficiencies will preclude award action to that Offeror. The Contract requirements take precedence over material deficiencies (or deviations) discovered after award.

7.2.1.2 Clarification

Means limited exchanges, between the Government and Offerors that may occur when award without discussions is contemplated. Offeror may be given the opportunity to clarify certain aspects of the proposals (e.g., the relevance of an Offeror's past performance information and adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors. Clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that corrections of apparent clerical mistakes results in a revision. Clarifications do not require "discussions" or submission of another proposal.

7.2.1.3 Weakness

Weakness is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. All significant weakness discovered will be identified to the Offeror during discussions, if conducted, and in the debriefing. If revised proposals are requested by the Government, the failure by an Offeror to rectify significant weaknesses may , preclude award action to that Offeror.

7.2.1.4 Strength

An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

7.2.2 Evaluation and Rating System

7.2.2.1 Proposal Review

The members of the SSEB will review each proposal, with the support of technical advisors as deemed necessary. The SSEB will compare each proposal to the specified evaluation criteria in the solicitation requirements. The SSEB will support each evaluation factor rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, risks and required clarifications. After proposals are rated, the SSEB will evaluate the advantages, disadvantages and risks associated with each proposal in order to determine which offer provides the "Best Value" to the Government.

For the purposes of the Phase Two Best Value/Cost/Technical Trade-off Analysis, the Design/Technical Evaluation (Factor 1) is more important than the Price Evaluation (Factor 2). Factors 1 and 2 combined are significantly more important than the Small Business Subcontracting Plan (Factor 3).

7.2.2.2 Rating Guidelines

A Combined Technical/Risk Rating will be assigned to Phase Two Factor 1 based on the separate, equally weighted ratings for each sub-factor. The rating reflects the degree to which the proposal meets or does not meet the minimum capabilities and performance requirements through an assessment of the strengths, weakness, deficiencies, and risk of a proposal. As a result of the evaluations, each Phase Two Factor 1 sub-factor will receive one of the technical/risk ratings described below:

Rating	Definition
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. The proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not fully demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. The proposal is un-awardable.

An unacceptable rating under any Phase Two Factor 1 sub-factor will render the entire proposal unacceptable and the offeror shall not be further considered for award.

8.0 SUBMISSION REQUIREMENTS FOR PHASE TWO FACTOR 2 – COST/PRICE PROPOSAL (VOLUME III)

8.1 Submit this information in an envelope labeled: "Volume III – COST/PRICE PROPOSAL." Provide the original and one copy of Volume III. The Offeror is to submit the following information: (1) Standard Form 1442, (2) the proposal bid schedule, (3) the Bid Bond, (4) representations and certifications, (5) the most recent Financial Statement (as indicated below) and project labor agreement (if applicable).

8.1.1 TAB A – Standard Form 1442

Solicitation Offer and Award - 1442 shall be filled out and signed by a principal of the firm authorized to bind the design/build team.

8.1.2 TAB B – Proposed Price Schedule

Offerors shall complete the Price Proposal Schedule in CSI 50 Division Format. Prices shall be firm. If discussions are held, the Government may request a further "price breakdown" of the bid items. The price breakdown information may also be required for the initial proposals and, if requested, for any revised proposals.

Price will not be rated, but will be evaluated for fairness and reasonableness through the use of the price analysis techniques in FAR 15.404-1. The price evaluators will also check for appearance of unbalancing of bids. Offerors are cautioned to distribute costs and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc. to the appropriate bid items.

8.1.3 TAB C – Bid Bond

In accordance with FAR 28.101-2(b), the bid guarantee amount shall be at least 20 percent of the bid price but shall not exceed \$3 million, whichever is less.

8.1.4 TAB D – Representation and Certifications

Offerors shall complete local, state, and federal representative statements and certifications made by the Offeror concerning a variety of issues. Complete each item in Section entitled REPRESENTATIONS AND CERTIFICATIONS and submit one original with the Phase Two proposal.

8.1.5 TAB E – Financial Statement

Submit a copy of your most recent financial statements. The statements shall include a Balance Sheet and Income Statement. Include the names of banks or other financial institutions with which business is conducted (mailing addresses, Point of Contact and their phone number). If the financial statements are more than 60 days old, attach a certificate stating that the financial condition is substantially the same, or if not the same, describe the changes which have taken place since the financial statements were prepared. Provide evidence of adequate financing arrangements, such as commitments from lending institutions,

etc., to perform this contract. This information will be treated confidentially but may be checked for verification.

A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.

8.1.6 TAB F –Project Labor Agreement

NOTICE REGARDING OPTIONAL PROJECT LABOR AGREEMENT. In accordance with Executive Order 13502 and final FAR rules effective May 13, 2010 implementing the same, Offerors may enter into Project Labor Agreements (PLA). For this procurement, if a Phase Two Offeror enters into a PLA, the PLA shall comply with FAR Part 22.504(b), and a copy must be submitted with the Phase Two offer. Project labor agreements will not be evaluated or rated.

9.0 NEED FOR DISCUSSIONS

The Government intends to make award without discussions. Offerors are therefore cautioned to provide their best terms for both price and technical submission with their offer and not to automatically assume they will be included in the competitive range for discussions, if discussions are required. The Government reserves the right to conduct discussions, if the Contracting Officer determines that discussions are necessary or are otherwise in the Government's best interest.

If discussions are determined necessary, the Contracting Officer will include only those firms deemed to be the most highly rated with a reasonable chance for award. In certain circumstances the Government may limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions and major revisions such to allow an Offeror unfair advantage over those more competitive offers.

Upon conclusion of discussions, those Offerors still within the competitive range will be afforded an opportunity to submit their final proposal revision for evaluation.

10.0 THE SELECTION PROCESS

The SSEB will perform the previously discussed cost/technical trade-off analysis to determine which proposal is most advantageous to the Government, considering price and the evaluation factors. The SSEB will recommend award to the Source Selection Authority of the proposal that is most advantageous to the Government.

11.0 BASIS OF AWARD

The Government will award a firm fixed-price contract to that responsible Offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government price and other factors considered.

For the purposes of the Phase Two Best Value/Cost/Technical Trade-off Analysis, the Design/Technical Evaluation (Factor 1) is more important than Price (Factor 2) Evaluation.

The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the

lowest. If other than the lowest offer, it must be more advantageous than the lowest offer to justify the payment of additional amounts.

Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government."

12.0 NOTIFICATION OF NON-SELECTION

At the end of the establishment of the competitive range and Contract Award, the Contracting Officer will notify each offeror not selected, advising them of their right to request a debriefing.